



Infrastructure  
Canada

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**Call-up against a Standing Offer /  
Contract against a Supply Arrangement  
Commande subséquente # une offre # commande /  
Contrat suite # un arrangement en matière d'approvisionnement**

Contract No / N° du contrat <b>3517301</b>
Standing Offer No / Supply Arrangement No. No de l'offre # commande / No d'arrangement en matière d'approvisionnement <b>SA/AMA: E60ZT-180028/174/ZT</b>
Period of Contract (J/JR/JT) - Période du contrat (M/AA) <b>From/Du: 01/23/2019 To/Au: 05/31/2019</b>

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Incl. taxes - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
<b>001</b>	<b>12,497.80 CAD</b>	<b>0.00 CAD</b>	<b>11,060.00 CAD</b>	<b>1,437.80 CAD</b>	<b>12,497.80 CAD</b>

Issuing Office Address - Adresse du bureau d'origine <b>INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6  QA001</b>	Contractor name and address - Nom et adresse du fournisseur <b>CORADIX TECHNOLOGY CONSULTING LTD. 500-222 SOMERSET ST W OTTAWA ON K2P 2G3 CANADA</b>
Contact - Personne-ressource <b>Julie Beaudin</b>	Telephone - Téléphone <b>613-818-7566</b>
Contact - Personne-ressource <b>Julie Beaudin</b>	Telephone - Téléphone <b>613 234-0800</b>

PROJECT TITLE - TITRE DU PROJET <b>Building Emergency Org. Consultant</b>
------------------------------------------------------------------------------

The above mentioned Infrastructure Canada contract is hereby amended as follows:

Par la présente, le contrat d'Infrastructure Canada mentionné ci-dessus est modifié comme suit:

**EXTEND END DATE**

All other terms and conditions of the original contract remain in force. Please sign and return the original of this letter which will serve as an amendment to this contract.

Toutes les autres conditions du marché initial demeurent en vigueur. Veuillez signer et nous retourner l'original de cette lettre qui constituera la modification de ce contrat.

**PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS**

**APPROPRIATE LAWS - LOIS PERTINENTES**

This contract shall be governed and construed in accordance with the laws in force in the Province of: Ontario  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire à l'annexe "D".

**FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE**

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

*Julie Beaudin*  
BEAUDIN, JULIE

**MAR 29 2019**

Signature

Date

**CONTRACT APPROVAL - APPROBATION DU CONTRAT**

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

*Eric Gagnon*  
GAGNON, ERIC

**2019-03-28**

Signature

Date

**CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR**

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out hereafter.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

*B. Beaudin*  
B. Beaudin

Date

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## **Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES**

### **TERMS AND CONDITIONS**

#### **TO THE SUPPLIER**

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### **1. Taxes**

##### **1.1 Applicable Taxes**

Federal government departments and agencies are required to pay Applicable Taxes

##### **1.1.2 Responsibility of Canada and of the Contractor**

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must apply applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### **1.1.3 Changes to Taxes and Duties**

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### 1. Basis of Payment

1.1 Initial Contract period (from January 24, 2019 to March 31, 2019, inclusive)

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

ProServices Category: 9.5 Business Process Consultant  
Level: Senior  
Name of Resource: Richard Tysick  
Firm Daily Rate: [REDACTED]  
Estimated level of effort: [REDACTED]

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$

\* All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts.

Payment will be made for actual time worked, with no provision for annual leave, statutory holidays, and sick leave. If time worked is more or less than an hour, the firm hourly rate must be prorated to reflect the actual time worked.

### 2. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$11,060.00. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 3. Monthly Payment

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Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

#### 4. Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using Direct Deposit.

#### 5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of timesheets to support the time claimed.

Invoices must be distributed as follows:

- One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

#### 6. Cost Reimbursable Expenses

No travel has been authorized for this Contract (including the option period), so no travel fees and/or living expenses will be paid by Canada.

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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **BACKGROUND**

The Security Services Section requires a Building Emergency Organization Consultant to update the Building Emergency Evacuation Plan (BEEP) in support of the Building Emergency Organization & Health & Safety Programs.

### **DESCRIPTION OF WORK/REQUIREMENT:**

CORADIX Technology Consulting Ltd. must provide one Building Emergency Organization Consultant to work at 180 Kent St. in Ottawa, Ont. to work with the Security Services Section.

The Building Emergency Organization Consultant will be required to perform, but not limited to, the following tasks:

- # Review and revise departmental Building Emergency and Evacuation Plan and Response procedures
- # Review and Revise and coordinate approval for the Building Emergency and Evacuation Plan Liaise with OGDs for BEO related information.
- # Attend meetings with CBEO (when required) in person or by telephone.

Deliverables include, but are not limited to:

- # Building Emergency Evaluation Plan (BEEP) in Phases:

Phase 1 - Review in detail the material of current 2012 BEEP, and its format. The format must change to be a more communicative document.

Phase 2 # Using the INFC document template, enter all information in a clear conscience, user friendly and succinct across all departments.

Phase 3 # Populate the template with updated BEEP Content. This will incorporate validating current information, adding new information, data gathering, map implementation and flow charts with descriptions. The finished result will be a 'plug and play' document across all departments in the building.

Phase 4 - Finalize BEEP document incorporating all feedback and comments gathered.



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## **Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires**

### **1 Security Requirement**

Please refer to Security Requirements Check List.

### **2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

### **3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **4 Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from January 24, 2019 to March 31, 2019 inclusive.

### **5 Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Name:** Jennifer Hendrick  
**Title:** Manager, Procurement Services  
**Organization:** Infrastructure Canada  
**Phone:** 613-960-6334  
**Email:** [info.procurement-approvisionnement.info@canada.ca](mailto:info.procurement-approvisionnement.info@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **5.2 Project Authority**

The Project Authority for the Contract is:

**Name:** Julie Beaudin  
**Title:** Manager, Security Services  
**Organization:** Infrastructure Canada  
**Phone:** 613-818-7566  
**Email:** [julie.beaudin@canada.ca](mailto:julie.beaudin@canada.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6 Proactive Disclosure of Contracts with Former Public Servants**



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By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7 Payment

For all terms and conditions related to payment, refer to Appendix B, Terms of Payment.

## 8 Certifications and Additional Information

### 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-01) Professional Services (Medium Complexity);
- (c) Appendix C, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Appendix D, Supplementary Conditions;
- (f) Security Requirements Check List; and
- (g) Supply Arrangement Number E60Z1-180028/174/ZT

## 11 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

## 12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

## 13 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.





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3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

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**CONTRACTOR PERFORMANCE AND EVALUATION REPORT  
RAPPORT D'ÉVALUATION ET DE RENDEMENT DE L'ENTREPRENEUR**

Contract name /  
Nom du contrat : CORADIX CONSULTING CONSULTING LTD

Address /  
Adresse : 3122 WARDEN AVE, OLTAWA, ONT. K3P 1G3

Project description /  
Description du projet : Road and bridge work, Ontario

Type of contract /  
Type du contrat : Other work under contract /  
Autre travail sous contrat

Contracting Authority /  
Autorité contractante : CASHMERE

Contracting Authority /  
Autorité contractante : CASHMERE

Address /  
Adresse :

Specialty /  
Spécialité :

**RESPOND TO THE FOLLOWING QUESTIONS - RÉPONDRE AUX QUESTIONS SUIVANTES**

- |                                                                                                                                                                                                                     |           |          |                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|------------------------------|
| A. Were the work properly planned and supervised by the contractor?<br>L'entrepreneur a-t-il bien planifié et supervisé son travail?                                                                                | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| B. Did the contractor maintain satisfactory contact with the Department?<br>L'entrepreneur a-t-il maintenu des rapports satisfaisants avec le ministère?                                                            | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| C. Were the original time and cost estimates realistic?<br>Les prévisions initiales de temps et de coût étaient-elles réalistes?                                                                                    | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| D. Have the services been delivered in conformity with the agreement?<br>Les services rendus ont-ils été conformes à l'entente?                                                                                     | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| E. Were the recommendations developed practical and applicable to the Department's specific needs?<br>Les recommandations développées étaient-elles pratiques et applicables aux besoins particuliers du ministère? | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| F. Were the recommendations reasonably priced?<br>Les recommandations étaient-elles raisonnablement abordables?                                                                                                     | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| G. Would you retain this contractor again if you had need for similar professional services?<br>Pourriez-vous de nouveau appeler cet entrepreneur si vous aviez besoin des mêmes services professionnels?           | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| If "no" to G, explain why. (If response "No" is not given, please explain.)                                                                                                                                         |           |          |                              |
|                                                                                                                                                                                                                     |           |          |                              |
| H. Are there any other comments you would like to add?<br>Y a-t-il des commentaires supplémentaires que vous souhaitez ajouter?                                                                                     | Yes / Oui | No / Non | See Remarks / Voir Remarques |
|                                                                                                                                                                                                                     |           |          |                              |
| I. Would you consider the overall performance of the contractor satisfactory?<br>Considérez-vous le rendement global de l'entrepreneur satisfaisant?                                                                | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| J. If not fully satisfactory, or price, was payment authorized under Section 41 of the Act?<br>Si pas entièrement satisfaisant, ou prix, le paiement a-t-il été autorisé en vertu de l'article 41 de la Loi?        | Yes / Oui | No / Non | See Remarks / Voir Remarques |
| If "no" to J, explain why. (If response "No" is not given, please explain.)                                                                                                                                         |           |          |                              |

**REMARKS - REMARQUES**

Signature

Signature

Signature

Canada

35117302 Banque Citibank SAAMA: 6502T-160029116ZT Compte de Courant (4424)		
From/De: 01/25/2019 7.50 CAD	To/Au: 05/31/2019 2,651.88 CAD	24,789.38 CAD

Accounting No. by SA in modification	Previous Value - Total Housing Value (Federal + State + Local)	Net Rent - Total (Gross Rent - Tax - Other Included)	Previous Value - Total Housing Value (Federal + State + Local)	Net Rent - Total (Gross Rent - Tax - Other Included)
001	24,789.38 CAD	0.00 CAD	21,937.50 CAD	2,851.88 CAD
				24,789.38 CAD

UNIT	ACCT/REG/CR	UNIT	UNIT	UNIT
Issuing Office Address - Adresse du bureau d'origine			Contract Name and Address - Nom et adresse du contrepartaire	
INFRASTRUCTURE CANADA			PAUL MACNEIL	
FINANCE			16-149 RIDGEAU TERR	
1100-180 KENT ST			OTTAWA ON K1M 0Z2	
OTTAWA ON K1P 0B6			CANADA	
QA001				

Project title: Small Business Consultant

The above mentioned Infrastructure Canada contract is hereby amended as follows:

END DATE CHANGED

As other terms and conditions of the original contract remain in force.  
Please sign and return the original of this letter which will serve as an  
amendment to the contract.

Toutes les autres conditions du contrat initial demeurent en vigueur.  
Veuillez signer et nous retourner l'original de cette lettre qui constituera  
la modification de ce contrat.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉÉANCE: ENGLISH/ANGLAIS

APPROPRIATE LAWS - LOIS PERTINENTES

APPROPRIATE LAWS - LOS PERTINENTES

**Ontario**

FINANCIAL AUTHORITY - AUTORISATION FINANCIERE

Conflito di interesse: la sottosezione 32(1) di this Financial Disclosure Act.

Inspected

CAMPBELL, GLEN

Date \_\_\_\_\_

CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister  
The Minister has been requested to transfer to the  
Ministry the Government of Canada by the day  
of the month of 1961.

Approved pour le Ministre  
Le Ministre a été prié de transférer au  
Ministère du Canada par le jour  
du mois de 1961.

1. 1. 1.

Signature

3

Date \_\_\_\_\_

CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

For example, when we speak to this one supply or the other, we speak the same one language and so in the end we find the language easier and more honest than the language of the other.

Paul Mac Lee

Signature  
PAUL MACNEIL

94

Dac

Q



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## **Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES**

### **TERMS AND CONDITIONS**

#### **TO THE SUPPLIER**

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### **1. Taxes**

##### **1.1 Applicable Taxes**

Federal government departments and agencies are required to pay Applicable Taxes

##### **1.1.2 Responsibility of Canada and of the Contractor**

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### **1.1.3 Changes to Taxes and Duties**

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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## **Appendice A Conditions Générales - General Terms and Conditions**

### **TERMES ET CONDITIONS**

#### **AU FOURNISSEUR**

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### **Taxes**

1.1 Les ministres et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### Amendment # 1

**This Amendment is raised to extend the end date of the Contract to May 31, 2019.**

#### **Remove:**

Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

#### **Insert:**

#### **Period of the Contract**

**The period of the Contract is from date of Contract to May 31, 2019.**

\*\*\*\*\*

#### 1.0 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of payment detailed below, to a ceiling price of \$21,937.50. Customs duties are included and Applicable Taxes are extra.

Name of Consultant: Paul MacNeil  
Stream of Services: 9.3 Business Consultant  
Per Diem: [REDACTED]  
Total Days: [REDACTED]

#### 1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$21,937.50. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever



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comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 1.2 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

a. Direct Deposit (Domestic and International);

#### 1.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 1.4 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

#### 2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the following address for certification and payment:

joelle.logue@canada.ca



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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **1. Title: Corporate Plan Process and Corporate Reporting**

#### **1.1 Client Objective**

The Investment, Partnerships and Innovation branch at Infrastructure Canada ("the Client") is seeking a consultant to provide support for the Corporate Plan process and the related planning around corporate reporting ("the Project"). Due to the urgency, the Project will take place over a short period of time with the provision of these services taking place in Ottawa, Ontario. The scope in work will require the development of Memorandum of Understandings, the support of reviewing, editing and the planning of the next Corporate Plan for a new Crown Corporation and the coordination related to project flow.

#### **1.2 Background:**

Infrastructure Canada (INFC), Investment, Partnerships and Innovation (IPI) supports the Government of Canada's policy and analysis of alternative and innovative models for infrastructure funding, financing, and procurement. This includes the Client's ongoing support to build out and advise to assist in the oversight of the Canada Infrastructure Bank (CIB) including policy issues and related operations.

The Client is responsible for supporting the Canada Infrastructure Bank with their cyclical reporting requirements as well as complex potential investments, including public interest determination. One key responsibility is the engagement of the Corporate Plan. The Corporate Plan provides an opportunity for the Bank and the government to align on a strategic vision for the organization. The Client is also responsible for the development of the Treasury Board submission which seeks approval for the Corporate Plan.

#### **1.3 Requirements:**

The Client is seeking a consultant with experience in preparing corporate plans, Treasury Board submissions as well as operational planning around crown corporations, infrastructure programming and projects. The Client requires support for staff in the review and development of the corporate plan as well as the related Treasury Board submission.

The Client is looking for support in the overall plan for policy coherence and strategic alignment with objectives, the Canada Infrastructure Bank Act (CIBA), the Financial Administration Act (FAA) and the new Treasury Board Secretariat (TBS) requirements as it relates to the Corporate Plan and reporting obligations. This may include preparing related planning documents around process, developing Memorandum of Understandings (MOUs) between INFC and Canada Infrastructure Bank, supporting INFC in the preparation of TB submission and project review analysis. This will require collaboration work with the Client's project team and the expectation to participate in meetings, discussions, review of and editing comments and producing options for consideration.

#### **1.4 Deliverables and Milestones:**

##### **Process:**

- # Develop planning documents around process # March 1, 2019
- # Develop process review analysis process documents # March 1, 2019

##### **Corporate Plan:**

- # Support client in providing feedback, advice and guidance on draft iteration of CP # February 4, 2019
- # Support client in providing feedback, advice and guidance on final draft of CP # February 11, 2019
- # Support client in conducting final review of CP and full TB submission package # February 22, 2019

##### **TB Submission:**

- # Support client in the preparation of the TB Submission - February 22, 2019

##### **Memorandum of Understanding (MOU):**

- # Develop MOU between INFC and Canada Infrastructure Bank # March 1, 2019
- # Develop protocols on approval process for projects between CIB and INFC and other government departments and central agencies # March 1, 2019

#### **1.5 Security Requirements:**

Secret Clearance

#### **1.6 Meeting:**

Meetings to be attended by the contractor during the period of work.

#### **1.7 Official Languages:**

The meetings will be conducted in English and the final report will be prepared and delivered in English.





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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

#### 1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

#### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

#### 3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Officer must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Officer personnel requiring access to sensitive work site(s) must EACH hold a valid SECRET STATUS, granted or approved by CISD/PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Officer must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex D
- b) Industrial Security Manual (Latest Edition).

#### 4 Term of Contract

##### 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

#### 5 Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick  
Manager Procurement Services  
Corporate Services, Finance & Administration, Procurement Services  
[jennifer.hendrick2@canada.canada](mailto:jennifer.hendrick2@canada.canada)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 5.2 Project Authority

The Project Authority for the Contract is:

Joelle Logue



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Senior Advisor, IPI Branch  
Infrastructure Canada  
613-941-0601  
joelle.logue@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

Paul MacNeil  
Paul MacNeil Public Policy Consulting  
[REDACTED]  
613-728-6205

### 6. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The general conditions 2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.
- (b) Annex C, Statement of Work
- (c) Annex B, Basis of Payment;
- (d) Security Requirements Check List
- (e) The Contractor's bid dated January 18 2019



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Standing Offer No / Supply Arrangement No.  
No de l'offre # commandes / No arrangement en matière d'approvisionnement

SO/OC: E60ZT-180027/240/ZT

Period of Contract (M/D/Y) - Période du contrat (M/D/A)

From/Du: 02/04/2019 To/Au: 03/31/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			12,600.00 CAD	1,638.00 CAD	14,238.00 CAD

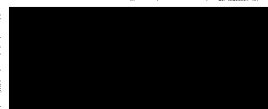
Issuing Office Address - Adresse du bureau d'origine

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6

QA001

Contractor name and address - Nom et adresse de l'entrepreneur

LARIMAR STRATEGIES INC.



Contact - Personne-ressource

Susan Weston

Telephone - Téléphone

613-608-7189

Contact - Personne-ressource

Jennifer Bohan

Telephone - Téléphone

613 218-8317

PROJECT TITLE - TITRE DU PROJET

Facilitator Consultant

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera à l'entrepreneur # l'égard de l'exécution des travaux conformément à l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire à l'annexe "D".

Ontario

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

*Sean Keenan*  
KEENAN, SEAN  
Signature Date Feb 5/19

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

*Jennifer Hendrick*  
HENDRICK, JENNIFER  
Signature Date Feb 5/19

#### CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out hereafter.

L'entrepreneur s'engage à vendre et à fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

*Jennifer Bohan*  
Signature Date FEB 6/19  
Canada



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## Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES

### TERMS AND CONDITIONS

#### TO THE SUPPLIER

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As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### 1. Taxes

##### 1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

##### 1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### 1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

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# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### 1.0 Basis of Payment

The Contractor will be paid for the Work performed in accordance with the Basis of payment detailed below, to a ceiling price of \$12,600. Customs duties are included and Applicable Taxes are extra.

Name of Consultant: **Natalia Popowych**  
Stream of Services: **9.15 FACILITATOR CONSULTANT**  
**E60ZT-180027/240/ZT**

Phase 1 - Information Gathering/Project Launch 3.5  
Phase 2 # Workshop Facilitation and Summary Document 7

TOTAL DAYS: [REDACTED]  
PER DIEM: [REDACTED]  
TOTAL COST (excl. HST) \$12,600

### 1.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$12,600. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 1.2 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

### 1.3 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

Canada



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#### 1.4 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:

susan.weston@canada.ca

Canada





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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **Statement of Work**

#### **1.0 Project Title:**

**Facilitation services to support data and knowledge management outlook for Infrastructure Canada**

#### **2.0 Background:**

With the recently announced Government of Canada Data Strategy, a heightened focus has been placed on the need for departments to develop a forward-looking, open approach to data, in order to make better informed decisions, as well as design and deliver more effective programs.

Infrastructure Canada (INFC) is focused on results and reporting for key priority areas such as economic growth and the Investing in Canada Plan (ICIP). The linkages between infrastructure investments and their impacts on the lives of Canadians is front and center in its program and policy development. Data and knowledge, and its use and management, plays a key role in the work of INFC particularly as evidence-based decision-making is one of the five principles in the ICIP.

As such, the Policy and Results Branch is taking the opportunity, given its recent reorganization, to think about what a data and research means for the organization, how it can facilitate its mandate delivery and how it links to the overall Government strategy. INFC needs to bring together key officials from across its various business lines to have high level and strategic discussions on how the department currently uses data and research to inform its policy development, advice and decision making moving forward, and what lies ahead in evolving the organization to meet these needs.

#### **3.0 Project Requirement/Objective:**

INFC is seeking the services of a Contractor to facilitate a one-day engagement session with INFC officials currently working in the data and research space to gain a better understanding of the current landscape described in the background section and identify challenges/opportunities.

#### **4.0 Scope of Work/Tasks:**

**4.1** Develop an understanding of relevant information to support the project, including through: discussions with the Project Authority and a document review by the Contractor based on material to be provided by the Project Authority. Actions taken should result in the Contractor's understanding of the relevant background, issues and challenges in INFC's data and knowledge management landscape, as well as enabling the smooth organization and delivery of the engagement session.

#### **4.2** Develop key project material, including:

**4.2.1** A project work plan with clear timelines and milestones for review

**4.2.2** A detailed agenda for the engagement session including structure and outcomes

**4.2.3** Identification, in consultation with the Project Authority, of key participants for the engagement session.

**4.3** Facilitate a 1 day engagement session of up to 15-20 INFC officials impacted by INFC's mandate on data and research, as well as INFC's responsibility to develop a data strategy. This event should result in participants having advanced their understanding of INFC's data and knowledge management issues and challenges, as well as potential synergies, and be able to have these articulated by the facilitator.

Facilitation services should be highly interactive and supportive, to allow participants to engage with each other and the subject matter as much as possible. Innovative approaches to facilitation (e.g. real-time graphic visualization) would be ideal.

**4.4** Produce a high-level summary document that outlines key discussions, summarizing the data and knowledge requirements and outlining next steps from the session. This document should have potential to frame what INFC needs to move forward in its approach to data and knowledge management (i.e. support the development of a strategy and action plan for the future). The document should also be developed to support continued engagement with INFC senior management and interdepartmentally, as needed.

#### **5.0 Deliverables/Timelines:**

The Contractor will provide the project authority with the following deliverables:

**5.1** A work plan outlining key steps/milestones for the engagement session. This will include a detailed agenda for the 1 day engagement session, and a list of participants, and any preparation material required by participants ahead of the engagement session.

**5.2** Facilitation services for a 1 day engagement session of up to 15 INFC officials. Target timeline for this session is early March 2019.

**5.3** A Summary Report, no later than 3 weeks following the engagement session.



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All services must be delivered no later than March 31, 2019.

**6.0 Client Support:**

The project authority will provide the Contractor with an outline of expectations, key documents and background information as outlined in section 4.0. Project Authority will work with the Contractor on logistical issues pertaining to the engagement session. The Project Authority will review all material prepared by the Contractor in the pre-engagement phase in advance of the engagement session or in advance of material being provided to participants.

**7.0 Work Location:**

The Contractor will conduct preparatory and post-engagement session work related to this project at their premises. Meetings with the project authority to discuss the project can be held at INFC premises or conducted by teleconference. The engagement session will be held on INFC premises.

**8.0 Official Languages:**

All deliverables will be provided in English.

**9.0 Travel:**

No travel outside the National Capital Region will be required/considered under this contract.

**10.0 Management:**

This project will be managed by the Policy and Results Branch of INFC.

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## Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

### RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.  
1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

#### 2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

### 3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offor must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offor must comply with the provisions of the:

a) Security Requirements Check List and security guide (if applicable), attached at Annex D

b) Industrial Security Manual (Latest Edition).

### 4 Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019.

### 5 Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer Hendrick  
Manager Procurement Services  
Corporate Services, Finance & Administration, Procurement Services  
INFC  
[jennifer.hendrick2@canada.canada](mailto:jennifer.hendrick2@canada.canada)



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The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract is:

**Gabrielle FitzGerald**  
Director, Research and Data  
INPC  
gabrielle.fitzgerald@canada.ca  
613-853-1703

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

**Jennifer Bohan**  
Larimar Strategies Inc.

## 6. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The general conditions 2035 (2018-06-21), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.
- (b) Annex C, Statement of Work
- (c) Annex B, Basis of Payment;
- (d) Security Requirements Check List
- (e) The Contractor's bid dated FEB 1 2019

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Standing Offer No./Supply Arrangement No.  
No de l'offre # commandes/No arrangement en matière d'approvisionnement

SA/AMA: E60ZT-180028/129/ZT

Period of Contract (M/D/Y) - Période du contrat (M/D/A)

From/Du: 02/20/2019 To/Au: 03/29/2019

Amendment No. N° de la modification	Previous Value - Incl. taxes Valeur précéd. - Taxes incl.	Inc./Dec. - Incl. taxes Aug./Dim. - Taxes incluses	Revised Value - Valeur révisée	Tax Amount Montant de la taxe	Total
			12,194.00 CAD	1,585.22 CAD	13,779.22 CAD

Issuing Office Address - Adresse du bureau d'origine <b>INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6</b>  QA001		Contractor name and address - Nom et adresse de l'entrepreneur <b>BDO CANADA LLP 275 SLATER ST OTTAWA ON K1P 5H9 CANADA</b>	
Contact - Personne-ressource <b>Catherine Chung-How</b>	Telephone - Téléphone <b>613-960-2513</b>	Contact - Personne-ressource <b>Kelly Campbell</b>	Telephone - Téléphone <b>613 237-9331</b>

PROJECT TITLE - TITRE DU PROJET <b>facilitation consultants</b>	
--------------------------------------------------------------------	--

The following documents, General Conditions (Appendix A), Terms of Payment (Appendix B), and Statement of Work (Appendix C), and any amendments relating thereto form the contract between Her Majesty and the Contractor.

Les documents ci-joints, Conditions générales (Appendice A), Modalités de paiement (Appendice B), et Énoncé des travaux (Appendice C) et toute modification connexe représentent le contrat conclu entre Sa Majesté et l'entrepreneur.

In the event of discrepancies, inconsistencies or ambiguities of the wording in this document, the wording that first appears on the document shall prevail.

En cas de divergences, d'incohérences ou d'ambiguïtés, le libellé mentionné le premier dans le document aura préséance.

Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor as per Appendix B.

Sous réserve des modalités du contrat, Sa Majesté versera # l'entrepreneur # l'égard de l'exécution des travaux conformément # l'appendice B.

PREVAILING LANGUAGE - LANGUE QUI AURA PRÉSÉANCE: ENGLISH/ANGLAIS

#### APPROPRIATE LAWS - LOIS PERTINENTES

This contract shall be governed and construed in accordance with the laws in force in the Province of:  
Unless specified otherwise in appendix "D".  
Le contrat est administré selon les lois en vigueur dans la province suivante:  
Sauf indication contraire # l'annexe "D".

Ontario

#### FINANCIAL AUTHORITY - AUTORISATION FINANCIÈRE

Certified pursuant to subsection 32(1) of the Financial Administration Act.

Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.

LA RUE, JEAN-FRANCOIS  
Signature

2019-02-25

Date

#### CONTRACT APPROVAL - APPROBATION DU CONTRAT

Approved for the Minister

This contract has been executed on behalf of Her Majesty the Queen in right of Canada by the duly authorized officer.

Approuvé pour le Ministre

Ce contrat a été signé au nom de Sa Majesté la Reine du Chef du Canada par un agent autorisé.

HENDRICK, JENNIFER  
Signature

2019-02-25

Date

#### CONTRACTOR'S ACCEPTANCE - CONSENTEMENT DE L'ENTREPRENEUR

The Contractor offers and agrees to sell and supply to the Minister, upon the terms and conditions set out in this document, the supplies and/or services listed herein at the price(s) set out hereafter.

L'entrepreneur s'engage # vendre et # fournir au Ministre, selon les termes et conditions énumérés dans ce document, les biens et/ou les services énumérés au prix identifié dans le document.

Signature

2019-02-27

Date

Canada



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## **Appendix A - Appendice A GENERAL TERMS AND CONDITIONS - CONDITIONS GÉNÉRALES**

### **TERMS AND CONDITIONS**

#### **TO THE SUPPLIER**

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

#### **1. Taxes**

##### **1.1 Applicable Taxes**

Federal government departments and agencies are required to pay Applicable Taxes

##### **1.1.2 Responsibility of Canada and of the Contractor**

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

##### **1.1.3 Changes to Taxes and Duties**

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



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## Appendice A Conditions Générales - General Terms and Conditions

### TERMES ET CONDITIONS

#### AU FOURNISSEUR

Les offres # commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

# titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

#### Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



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## Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA  
FINANCE  
1100-180 KENT ST  
OTTAWA ON K1P 0B6  
Email/Courriel:

### 1 Basis of Payment

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

ProServices Category: 9.15 Facilitation Consultant  
Level: Intermediate

a) Name of Resource: Kelly Campbell  
Role: Project Executive  
Firm Hourly Rate: [REDACTED]  
Estimated Level of Effort: [REDACTED]  
Estimated Cost of Resource: [REDACTED]

b) Name of Resource: Veronica Lares  
Role: Project Lead  
Firm Hourly Rate: [REDACTED]  
Estimated Level of Effort: [REDACTED]  
Estimated Cost of Resource: [REDACTED]

c) Name of Resource: Vanessa Kelly  
Role: Strategic Analyst  
Firm Hourly Rate: [REDACTED]  
Estimated Level of Effort: [REDACTED]  
Estimated Cost of Resource: [REDACTED]

1.1 All estimated costs (based on estimated level of effort) contained in the Contract are included in the contract are included solely for the administrative purposes of Canada and do not represent as commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

### 2 Limitation of Expenditure

a) Canada's total liability to the Contractor under the Contract must not exceed \$12,194.00. Customs duties are included and Applicable Taxes are extra.

b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- i. when it is 75% committed, or
- ii. four months before the contract expiry date, or
- iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.





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If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

### 4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using Direct Deposit.

### 5 Invoicing Instructions

a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of time sheets to support the time claimed.

b) Invoices must be distributed as follows:

- i. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.



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## **Appendix C - Appendice C Statement of Work - Énoncé des travaux**

### **1 Background**

Most staff of the Atlantic team at Infrastructure Canada (INFC) are new (with less than a year at INFC) and focus has been on operational requirements and managing workflow. As the team moves forward and learns to work together, it is important to look at and incorporate best practices. The goal is to promote cohesion, strengthen team dynamics, identify means to improve and gain efficiencies where possible.

### **2 Objective**

The Contractor is needed to conduct interviews and facilitate a session that includes a team building exercise and strategic planning session for the Atlantic team. Interviews with INFC staff before the half-day session will also need to be done by the Contractor.

The Contractor will help the team to:

- To gain an understanding of the work performed by the team
- To gain an understanding of what works today and why
- To discuss where the team is heading
- To discuss how does the team get there as well as the challenges and obstacles staff need to overcome

### **3 Scope of Work / Tasks**

Tasks to be performed by the Contractor include:

- Weekly updates with the Project Authority
- Gather background information
- Conduct interviews with INFC managers and staff
- Facilitate a half-day session with all INFC Atlantic team members
- Produce and present a summary of the Facilitation session including:
  - Key findings from facilitated planning session and potential efficiency gains
  - Recommendations on potential areas of organizational improvement

The half-day session will take place at the Contractor's facilities on the 17th floor at 180 Kent St. in Ottawa, Ontario.

### **4 Deliverables**

The following are required to be completed by the Contractor and submitted to the Project Authority:

- a) Revised work plan (due 5 calendar days after contract award)
- b) Interview summaries (due 3 calendar days before 4.c)
- c) Facilitator guide for the facilitation session (by March 22nd, 2019)
- d) Summary of key findings from the facilitation session (due 10 calendar days after 4.c)
- e) Recommendations based on key findings of the facilitation session (due before March 29th, 2019)

All deliverables are to be submitted in a Word document, except for the recommendations, which are to be submitted in a PowerPoint presentation file.

### **5 Constraints**

All work will be conducted at the Contractor's place of work including the facilitation session, which will be held on the 17th floor at 180 Kent St. in Ottawa, Ontario.

### **6 Language Requirement**

Interviews with INFC staff and the half-day session will be conducted in both official languages.

### **7 Canada's Role**



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Canada will provide the Contractor with contact information for all INFC staff to be contacted for interviews.

#### **8 Travel**

There is no travel requirement for this Contract, so no payments will be made for any travel and/or living costs (including parking) for the Work done for this Contract.



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## **Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires**

### **1 Security Requirements**

1. The Contractor/Offeree must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
2. The Contractor/Offeree personnel requiring access to sensitive work site(s) must EACH hold a valid reliability status, granted or approved by CISD/PSPC
3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
4. The Contractor/Offeree must comply with the provisions of the:
  - a. Security Requirements Check List (attached)
  - b. Industrial Security Manual (Latest Edition)

### **2 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C.

### **3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **4 Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from February 20, 2019 to March 29, 2019 inclusive.

### **5 Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick  
Title: Manager, Procurement Services  
Organization: Infrastructure Canada  
Phone: 613-960-6334  
Email: [infprocurement-provisionnement.inf@canada.ca](mailto:infprocurement-provisionnement.inf@canada.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **5.2 Project Authority**

The Project Authority for the Contract is:

Name: Catherine Chung-How  
Title: Manager, Atlantic Programs  
Organization: Infrastructure Canada



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Canada**

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Phone: 613-960-2513  
Email: Catherine.chung-how@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

The Contractor's representative is:

Name: Kelly Campbell  
Organization: BDO Canada LLP  
Phone: [REDACTED]  
Email: kcampbell@bdo.ca

### 6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 7 Payment

For all terms and conditions related to payment, refer to Appendix B, Terms of Payment.

### 8 Certifications and Additional Information

#### 8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### 10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) Professional Services (Medium Complexity);
- (c) Appendix C, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Security Requirements Check List (attached); and
- (f) the Contractor's bid dated February 1, 2019.

### 11 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

### 12 No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.



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(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.